REMARKS

Claims 19, 21-32, 34, 35, and 37 are pending. Claims 19, 32, and 35 are currently amended, No new matter is introduced by virtue of the claim amendments. Reconsideration and allowance of the present application in view of the claim amendments and remarks to follow is respectfully requested.

Telephone Conversation With Examiner

Examiner Bilgrami is thanked for the telephone conversation conducted on March 18, 2010. Proposed amendments were discussed. Asserted art was discussed. It appears that the proposed amendments overcome the rejections based on the asserted art.

Claim Rejections – 35 USC § 103

The following obviousness rejections are currently asserted:

(i) Claims 19, 25-32, 34, 35, and 37 are rejected under 35 U.S.C. §103(a) as being unpatentable over Bruck et al. (U.S. 6,801,949) in view of Hart (U.S. 6,154,765); and

(ii) Claims 21-24 are rejected as being unpatentable over Bruck in view of Hart and Brendel et al. (U.S. 5,774,660).

Although Applicants respectfully traverse the claim rejections for previously asserted reasons, in the interest of advancing prosecution, claims 19, 32 and 35 have been amended to further clarify the claimed subject matter over the currently asserted references. It is respectfully asserted that at the very least, claims 19, 32 and 35 are patentable and allowable over the combination of Bruck and Hart as follows.

For example, with regard to independent claims 19 and 32, it is respectfully submitted that the combination of Bruck and Hart does not disclose or suggest the claimed features of, e.g.,

establishing, by the client-side NAM, a first connection between the client application and the first server in the server cluster using a Virtual Interface Architecture (VIA) protocol,

wherein the VIA protocol assumes a single server is associated with the server cluster having a cluster name, and wherein the client-side NAM establishes the first connection using connection information of the first server in the server cluster to map the first server to a server name and the cluster name requested by the client application,

providing, by the client-side NAM, seamless fail-over connectivity from the first server to the second sever in the server cluster in a manner transparent to the client application, when the server cluster automatically switches operation from the first server to the second server ..., as recited in claims 19 and 32.

In formulating the rejection of claims 19 and 32, the Office Action contends that Bruck discloses (in Col. 2, lines 38-65) a network access module (NAM) by which a client application communicates with a server cluster, within the context of claims 19 and 32 as previously presented. However, it is respectfully asserted that there is nothing in the cited section (Col. 2, lines 38-65) of Bruck that specifically discloses, or otherwise fairly suggests, a NAM as the Office Action contends with no supporting explanation. It is wholly unclear as to what element in the cited section of Bruck the Office Action characterizes to be a "NAM" in the context of the claimed subject matter.

Even assuming, arguendo, that Bruck may somehow disclose a NAM by which a client application communicates with a server cluster, Bruck clearly does not disclose or suggest a *client-side NAM which provides seamless fail-over connectivity* within the context of the claimed subject matter, as Bruck discloses that seamless client connectivity is implemented "server-side" by a server cluster through dynamic traffic network reassignment functions in which client connectivity is maintained in case of server failure without breaking network communications between clients and servers.

In any event, the Office Action acknowledges (on page 3) that Bruck does not disclose a NAM that establishes first and second VIA protocol connections between a client and server cluster and that Bruck does not disclose that detecting, the sending, the receiving, caching, and

the establishing steps are performed by a NAM to provide seamless fail-over connectivity from the first server to the second sever in the server cluster in a manner transparent to the client application.

Instead, the Office Action relies on Hart as disclosing Virtual Interface Architecture (VIA) protocol (Col. 8, lines 31-33) and wherein the detecting, the sending, the receiving, caching and the establishing are performed by the NAM to provide seamless fail-over connectivity in a manner transparent to the client application (Col. 2, lines 21-25; lines 65-67; Col. 4, lines 29-37; and Col. 8, lines 57-67).

Although Hart generally discloses (in Col. 8, lines 31-33) VIA protocol communication, Hart suggests the use of VIA for communication between processing nodes in the server system, and not establishing VIA connections by a client side NAM between a client application and a server, within the context of the claimed subject matter. In any event, claims 19 and 32 have been amended to further clarify over the Hart by reciting *establishing, by the client-side NAM, a first connection between the client application and the first server in the server cluster using a Virtual Interface Architecture (VIA) protocol, wherein the VIA protocol assumes a single server is associated with the server cluster having a cluster name, and wherein the client-side NAM establishes the first connection using connection information of the first server in the server cluster to map the first server to a server name and the cluster name requested by the client application.* Hart's general disclosure regarding the VIA protocol does not expressly disclose or suggest these features as currently recited in claims 19 and 32.

Moreover, although Hart generally discloses in the Background section (Col. 2, lines 21-25) that *"[i]n a clustering system, the network client must have reconnection smarts so that the user cannot tell that behind the scenes a current connection to a server failed, and a new connection to the same IP address on another server has occurred,"* this general statement clearly does not disclose or remotely suggest, or otherwise cure the deficiencies of Bruck as

noted above, with regard to *detecting, sending, receiving and establishing* being performed by a client side NAM, much less being performed by a client-side NAM to provide *seamless fail-over connectivity from the first server to the second sever in the server cluster in a manner transparent to the client application, when the server cluster automatically switches operation from the first server to the second server,* as recited in claims 19 and 32.

Moreover, there is nothing in the cited sections (Col. 4, lines 29-37; and Col. 8, lines 57-67) of Hart that expressly disclose or fairly suggest a client side NAM that performs the various functions of *detecting, sending, receiving and establishing* to provide *seamless fail-over connectivity from the first server to the second sever in the server cluster in a manner transparent to the client application, when the server cluster automatically switches operation from the first server to the second server,* as recited in claims 19 and 32.

Furthermore with regard to independent claim 35, for the same or similar reasons discussed above with regard to claims 19 and 32, it is respectfully asserted that the combination of Bruck and Hart does not disclose or suggest the claimed features of:

a client-side network access module (NAM) by which the client application communicates with the server cluster …. and

wherein the detecting, the sending, the receiving, caching, and the establishing are performed by the client-side NAM to provide seamless fail-over connectivity of the client application from the first server to the second sever in a manner transparent to the client application, when the server cluster automatically switches operation from the first server to the second server, as recited in claim 35.

Accordingly, in view of the above, it is respectfully submitted that claims 19, 32, and 35 are patentable over the combination of Bruck and Hart. Moreover, all pending claims depending from claims 19, 32, and 35 are patentable over Bruck, Hart, and Brendel at least for the same reasons given for their respective base claims 19, 32, and 35. It is to be noted that Applicants

generally deny, and do not concede to, any statement, position or averment in the Office Action in support of the claim rejections under 35 U.S.C. §103, which is not specifically addressed by the foregoing arguments and response. Withdrawal of the rejections under 35 U.S.C. § 103 is respectfully requested.

CONCLUSION

The Applicants believe that the present remarks are responsive to each of the points raised by the Examiner in the official action, and respectfully submit that all claims are in condition for allowance. Favorable consideration and passage to issue of the application at the Examiner's earliest convenience is earnestly solicited.

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